

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

TELEPHONE: (212) 428-1000
FACSIMILE: (212) 428-3700

WRITER'S DIRECT DIAL NUMBER

INTERSTATE COMMERCE COMMISSION

428-1486

No. 8-253A024

Date SEP 9 1988

Fee \$ 13.00

ICC Washington, D.C. September 9, 1988

\$13.00 filing fee

Amendment Agreement No. 2 Dated as of July 15, 1988
Amending Reconstruction and Conditional Sale Agreement
Filed under Recordation No. 15268

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Grand Trunk Western Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 2 dated as of July 15, 1988, among Grand Trunk Western Railroad Company, as Lessee or Builder or Seller, Mercantile-Safe Deposit and Trust Company, as Agent, and Manubank Leasing Corporation, as Vendee or Lessor.

Amendment Agreement No. 2 amends a Reconstruction and Conditional Sale Agreement dated as of June 1, 1987, previously filed and recorded with the Interstate Commerce Commission on July 21, 1987, at 2:45 p.m., Recordation No. 15268, and an Amendment Agreement No. 1 dated as of December 1, 1987, previously filed and recorded with the Interstate Commerce Commission on December 22, 1987, at 11:55 a.m., Recordation Number 15268-C.

The Amendment Agreement amends the Reconstruction and Conditional Sale Agreement ("RCSA") to describe only those units of Equipment covered by the RCSA and to designate the particular Railroad Road Numbers thereof.

ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
BENJAMIN F. CRANE
JOHN F. HUNT
GEORGE J. GILLESPIE, III
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A.O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
HERBERT L. CAMP
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS

MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
JOSEPH A. MULLINS
MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
MICHAEL L. SCHLER
DANIEL P. CUNNINGHAM
KRIS F. HEINZELMAN
B. ROBBINS KIESSLING
ROGER D. TURNER
PHILIP A. GELSTON
RORY O. MILLSON
NEIL P. WESTREICH
FRANCIS P. BARRON
RICHARD W. CLARY
WILLIAM P. ROGERS, JR.
JAMES D. COOPER
STEPHEN L. GORDON
ROBERT A. KINDLER
DANIEL L. MOSLEY
GREGORY M. SHAW
PETER S. WILSON
JAMES C. VARDELL, III
ROBERT H. BARON
KEVIN J. GREHAN
W. CLAYTON JOHNSON
STEPHEN S. MADSEN

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

TELEPHONE: (212) 428-1000
FACSIMILE: (212) 428-3700

WRITER'S DIRECT DIAL NUMBER

INTERSTATE COMMERCE COMMISSION

428-1486

No. 8-253A024

Date SEP 9 1988

Fee \$ 13.00

ICC Washington, D.C. September 9, 1988

\$13.00 filing fee

Amendment Agreement No. 2 Dated as of July 15, 1988
Amending Reconstruction and Conditional Sale Agreement
Filed under Recordation No. 15268

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Grand Trunk Western Railroad Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 2 dated as of July 15, 1988, among Grand Trunk Western Railroad Company, as Lessee or Builder or Seller, Mercantile-Safe Deposit and Trust Company, as Agent, and Manubank Leasing Corporation, as Vendee or Lessor.

Amendment Agreement No. 2 amends a Reconstruction and Conditional Sale Agreement dated as of June 1, 1987, previously filed and recorded with the Interstate Commerce Commission on July 21, 1987, at 2:45 p.m., Recordation No. 15268, and an Amendment Agreement No. 1 dated as of December 1, 1987, previously filed and recorded with the Interstate Commerce Commission on December 22, 1987, at 11:55 a.m., Recordation Number 15268-C.

The Amendment Agreement amends the Reconstruction and Conditional Sale Agreement ("RCSA") to describe only those units of Equipment covered by the RCSA and to designate the particular Railroad Road Numbers thereof.

2 HONEY LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421
FACSIMILE: 1-606-1425
1-606-0348

MOTOR OPERATING UNIT

SEP 9 2 48 PM 1988

ICC OFFICE OF
THE SECRETARY

this is
15268-D

Concurrence
Dorell Wilson

[illegible]

W CLAYTON JOHNSON
ROBERT N BRIDEN
JAMES L CARROLL JR
WILLIAM S WILSON
DEBORAH M NEW
DAVID L M GRIFFIN
RONALD A COLEMAN
TERRY L COLEMAN
WALTER J CARLSON
NELLIE WOOD BROWN
MORRIS M TAYLOR
JOHN E THAYER
KAREN L FARRAR
CAROL ANN HALL
MARION D HARRIS
MAURICE C JACKSON
LUTHERA L ALLEN
JOHN R KATZ
VIRGINIA A WALKER
CLARA M HARRIS
DOREEN E HARRIS
DOROTHY B HARRIS

[illegible]

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15268-D.

Enclosed is a check for \$13 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for
Grand Trunk Western
Railroad Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

encls.

Interstate Commerce Commission

Washington, D.C. 20423

9/9/88

OFFICE OF THE SECRETARY

Laurance V. Goodrich

Cravath, Swaine & Moore

One Chase Manhattan Plaza

New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/9/88 at 2:55pm, and assigned recordation number(s). 15268-D

Sincerely yours,

Narta R. McEue

Secretary

Enclosure(s)

15268-D

[P71238]

RECORDATION NO. 15268-D
FILED 1988

SEP 9 1988-2 43 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2 dated as of July 15, 1988, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"); GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"); and MANUBANK LEASING CORPORATION, a Michigan corporation (the "Vendee" or the "Lessor").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of June 1, 1987 (the "RCSA");

WHEREAS the RCSA was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 21, 1987, at 2:45 p.m., recordation number 15268, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on July 21, 1987, at 11:15 a.m.;

WHEREAS certain of the parties hereto have entered into an Amendment Agreement No. 1 dated as of December 1, 1987, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 22, 1987, at 11:55 a.m., recordation number 15268-C;

WHEREAS the parties hereto now desire to amend the RCSA to describe only those units of Equipment covered by the RCSA and to designate the particular Railroad Road Numbers thereof; and

NOW THEREFORE, the parties hereto agree as follows:

1. Schedule A to the RCSA is hereby amended to read as set forth in Schedule A hereto.

2. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

3. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall

be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

4. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

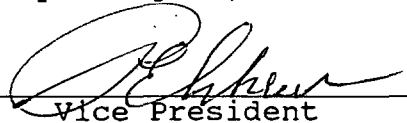
5. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

6. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IT WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

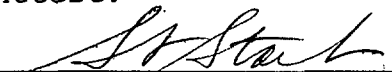
MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by


Vice President

[Seal]

Attest:


Corporate Trust
Officer

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

Senior Vice President-
Finance

[Corporate Seal]

Attest:

Assistant Secretary

MANUBANK LEASING CORPORATION,

by

President

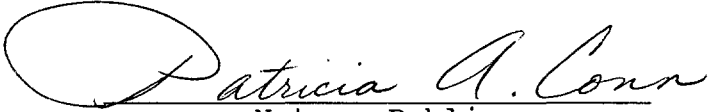
[Corporate Seal]

Attest:

Secretary

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this 18th day of August 1988, before me personally appeared R.E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires 7-1-90

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of August 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Senior Vice President-Finance of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this day of August 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the President of MANUBANK LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

Quantity	Equipment Designation	Description	Old		New		Hulk		Hulk		Reconstruction Cost		Locomotive Cost	
			Railroad Road	Nos. (Inclusive)	Railroad Road	Nos. (Inclusive)	Hulk Type	Purchase Price	Per Unit	Total	Per Unit	Total	Per Unit	Total
2	SD - 40	Diesel Electric Locomotive	GTW 5913, 5918	GTW 5913, 5918	B	\$150,000		\$300,000		\$500,000	\$1,000,000	\$650,000	\$1,300,000	
3	GP-40-II	Diesel Electric Locomotive	GTW 6422, 6424 6425	GTW 6422, 6424 6425	B	\$325,000		\$975,000		350,000	1,050,000	675,000	2,025,000	
1	GP - 40	Diesel Electric Locomotive	GTW 6404	GTW 6404	B	\$105,000		105,000		520,000	520,000	625,000	625,000	
9	GP-38-II	Diesel Electric Locomotive	MP 2046, 2047, 2050 2041, 2053, 2044, 2026, 2027, 2017	GTW 5700-5708	A	175,000		1,575,000		430,000	3,870,000	605,000	5,445,000	
3	GP - 38	Diesel Electric Locomotive	GTW 6215, 6217 5804	GTW 6215, 6217 5804	B	105,000		315,000		420,000	1,260,000	525,000	1,575,000	
2	GP - 9	Diesel Electric Locomotive	GTW 4920, 4138	GTW 4920, 4138	B	25,000		50,000		340,000	680,000	365,000	730,000	
20								\$3,320,000			\$8,380,000		\$11,700,000	

Builder's Specifications: See Attached. Place of Delivery: Battle Creek, Michigan.

AMENDMENT AGREEMENT No. 2 dated as of July 15, 1988, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"); GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"); and MANUBANK LEASING CORPORATION, a Michigan corporation (the "Vendee" or the "Lessor").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of June 1, 1987 (the "RCSA");

WHEREAS the RCSA was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 21, 1987, at 2:45 p.m., recordation number 15268, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on July 21, 1987, at 11:15 a.m.;

WHEREAS certain of the parties hereto have entered into an Amendment Agreement No. 1 dated as of December 1, 1987, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 22, 1987, at 11:55 a.m., recordation number 15268-C;

WHEREAS the parties hereto now desire to amend the RCSA to describe only those units of Equipment covered by the RCSA and to designate the particular Railroad Road Numbers thereof; and

NOW THEREFORE, the parties hereto agree as follows:

1. Schedule A to the RCSA is hereby amended to read as set forth in Schedule A hereto.

2. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

3. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall

be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

4. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

5. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

6. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IT WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by

Vice President

[Seal]

Attest:

Corporate Trust
Officer

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

L. Z. Intw

Senior Vice President-
Finance

[Corporate Seal]

Attest:

J. P. Slaw
Assistant Secretary

MANUBANK LEASING CORPORATION,

by

President

[Corporate Seal]

Attest:

Secretary

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this day of August 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this 19th day of August 1988, before me personally appeared P.E. Tatro, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President-Finance of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires

J. A. BREWER
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 15, 1989

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this day of August 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the President of MANUBANK LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

Quantity	Equipment Designation	Description	Old		New		Hulk		Reconstruction Cost		Locomotive Cost	
			Railroad Road Nos. (Inclusive)	Railroad Road Nos. (Inclusive)	Railroad Road Type	Purchase Price Per Unit	Total	Per Unit	Total	Per Unit	Total	Total
2	SD - 40	Diesel Electric Locomotive	GTW 5913, 5918	GTW 5913, 5918	B	\$150,000	\$300,000	\$500,000	\$1,000,000	\$650,000	\$1,300,000	
3	GP-40-II	Diesel Electric Locomotive	GTW 6422, 6424, 6425	GTW 6422, 6424, 6425	B	\$325,000	\$975,000	350,000	1,050,000	675,000	2,025,000	
1	GP - 40	Diesel Electric Locomotive	GTW 6404	GTW 6404	B	\$105,000	105,000	520,000	520,000	625,000	625,000	
9	GP-38-II	Diesel Electric Locomotive	MP 2046, 2047, 2050, 2041, 2053, 2044, 2026, 2027, 2017	GTW 5700-5708	A	175,000	1,575,000	430,000	3,870,000	605,000	5,445,000	
3	GP - 38	Diesel Electric Locomotive	GTW 6215, 6217, 5804	GTW 6215, 6217, 5804	B	105,000	315,000	420,000	1,260,000	525,000	1,575,000	
2	GP - 9	Diesel Electric Locomotive	GTW 4920, 4138	GTW 4920, 4138	B	25,000	50,000	340,000	680,000	365,000	730,000	
20							\$3,320,000		\$8,380,000		\$11,700,000	

Builder's Specifications: See Attached. Place of Delivery: Battle Creek, Michigan.

AMENDMENT AGREEMENT No. 2 dated as of July 15, 1988, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation (the "Agent"); GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan and Indiana corporation (the "Lessee" or the "Builder" or the "Seller"); and MANUBANK LEASING CORPORATION, a Michigan corporation (the "Vendee" or the "Lessor").

WHEREAS the Agent, the Builder and the Vendee have entered into a Reconstruction and Conditional Sale Agreement dated as of June 1, 1987 (the "RCSA");

WHEREAS the RCSA was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 21, 1987, at 2:45 p.m., recordation number 15268, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on July 21, 1987, at 11:15 a.m.;

WHEREAS certain of the parties hereto have entered into an Amendment Agreement No. 1 dated as of December 1, 1987, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 22, 1987, at 11:55 a.m., recordation number 15268-C;

WHEREAS the parties hereto now desire to amend the RCSA to describe only those units of Equipment covered by the RCSA and to designate the particular Railroad Road Numbers thereof; and

NOW THEREFORE, the parties hereto agree as follows:

1. Schedule A to the RCSA is hereby amended to read as set forth in Schedule A hereto.
2. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.
3. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall

be governed by and construed in accordance with the laws of the State of Michigan; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

4. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

5. The Vendee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 17 of the RCSA.

6. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IT WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity
but solely as Agent,

by

Vice President

[Seal]

Attest:

Corporate Trust
Officer

GRAND TRUNK WESTERN RAILROAD
COMPANY,

by

Senior Vice President-
Finance

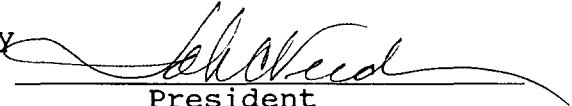
[Corporate Seal]

Attest:

Assistant Secretary

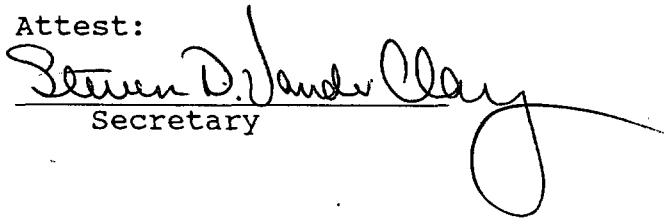
MANUBANK LEASING CORPORATION,

by


President

[Corporate Seal]

Attest:


Secretary

STATE OF MARYLAND,)
)
CITY OF BALTIMORE,)

On this day of August 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE,)

On this day of August 1988, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Senior Vice President-Finance of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
)
COUNTY OF OAKLAND,)

On this ^{September} 2nd day of ~~August~~ 1988, before me personally appeared John C. Verdon, to me personally known, who, being by me duly sworn, says that he is the President of MANUBANK LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission Expires 12/5/88

RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Schedule A--Specifications of the Equipment

Quantity	Equipment Designation	Description	Old		New		Hulk		Reconstruction Cost		Locomotive Cost	
			Railroad Road Nos. (Inclusive)	Railroad Road Nos. (Inclusive)	Hulk Type	Purchase Price Per Unit	Total	Per Unit	Total	Per Unit	Total	Total
2	SD - 40	Diesel Electric Locomotive	GTW 5913, 5918	GTW 5913, 5918	B	\$150,000	\$300,000	\$500,000	\$1,000,000	\$650,000	\$1,300,000	
3	GP-40-II	Diesel Electric Locomotive	GTW 6422, 6424 6425	GTW 6422, 6424 6425	B	\$325,000	\$975,000	350,000	1,050,000	675,000	2,025,000	
1	GP - 40	Diesel Electric Locomotive	GTW 6404	GTW 6404	B	\$105,000	105,000	520,000	520,000	625,000	625,000	
9	GP-38-II	Diesel Electric Locomotive	MP 2046, 2047, 2050 2041, 2053, 2044, 2026, 2027, 2017	GTW 5700-5708	A	175,000	1,575,000	430,000	3,870,000	605,000	5,445,000	
3	GP - 38	Diesel Electric Locomotive	GTW 6215, 6217 5804	GTW 6215, 6217 5804	B	105,000	315,000	420,000	1,260,000	525,000	1,575,000	
2	GP - 9	Diesel Electric Locomotive	GTW 4920, 4138	GTW 4920, 4138	B	25,000	50,000	340,000	680,000	365,000	730,000	
20							\$3,320,000		\$8,380,000		\$11,700,000	

Builder's Specifications: See Attached. Place of Delivery: Battle Creek, Michigan.